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2 Christopher Kelley (SBN 166608)
3 Thomas C. Mavrakakis (SBN 177927)
4 Erik K. Moller (SBN 147674)
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6 301 Ravenswood Avenue
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6 Attorneys for Defendants AEROFLEX
7 INCORPORATED, et al.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICOH COMPANY, LTD

) Case No. CV 03-4669 MJJ (EMC)

Plaintiff,

) **DECLARATION OF ERIK MOLLER IN
SUPPORT OF DEFENDANTS'
OPPOSITION TO MOTION TO CONTIN-
MOTION FOR JUDGMENT ON THE
PLAINTIFFS' PLEADINGS**

AEROFLEX INCORPORATED, AMI SEMICONDUCTOR, INC., MATROX ELECTRONIC SYSTEMS, LTD., MATROX GRAPHICS, INC., MATROX INTERNATIONAL CORP., and MATROX TECH, INC..

) Date: N/A
) Time: N/A
) Ctrm: N/A
) Judge: Hon. Martin J. Jenkins

Defendants.

2

I, Erik K. Moller, hereby declare as follows:

1. I am an attorney at law licensed to practice in the State of California and an associate of the law firm of Howrey Simon Arnold & White, LLP, attorneys for defendants Aeroflex, Inc., AMI Semiconductor, Inc., Matrox Electronic Systems, Ltd., Matrox Graphics Inc., Matrox International Corp., and Matrox Tech, Inc. The matters set forth in this declaration are based upon my personal knowledge, except where otherwise indicated, and if called as a witness, I could and would testify competently thereto.

2. Attached hereto as Exhibit A is a true and correct copy of a letter from Gary M. Hoffman to Kuang Chiu from Winbond America dated March 7, 2003. Winbond America is the United States' sales and marketing subsidiary of Winbond Electronics Corporation, which is headquartered in Hsinchu, Taiwan. Winbond Electronics Corporations' design and manufacturing facilities are also located in Hsinchu, Taiwan. Attached hereto as Exhibit B are true and correct copies of pages from Winbond Electronics Corporation's website at www.winbond.com.

3. Attached hereto as Exhibit C is a true and correct copy of correspondence from Edward A. Meilman to Christopher L. Kelley dated February 12, 2004.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. This declaration was executed in Menlo Park, California on February 20, 2004.

/s/ Erik K. Moller
Erik K. Moller

EXHIBIT A

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP
2101 L Street NW • Washington, DC 20037-1526
Tel (202) 785-9700 • Fax (202) 887-0689
Writer's Direct Dial: (202) 828-2228
E-Mail Address: Hoffman@dsma.com

March 7, 2003

BY CERTIFIED MAIL-
RETURN RECEIPT REQUESTED

Mr. Kuang Chiu
President
Winbond America
2727 North First Street
San Jose CA 95134

**CONFIDENTIAL TREATMENT
REQUESTED**

Dear Mr. Chiu:

We are writing to you on behalf of Ricoh Company Ltd. because we are aware that your company is involved with the design of custom ICs that include application specific designed circuitry. We understand that in designing these circuits, you use a computer-aided design system obtained from Synopsys, including Design Compiler.

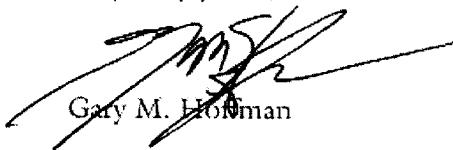
As you may know, Ricoh owns two of the basic patents directed to computer-aided design processes. These are U.S. Patent Nos. 4,922,432 and 5,197,016. They cover significant advances in computer-aided design processes for designing custom designed ICs for specific applications directly from architecture independent functional specifications for the integrated circuit. We are enclosing copies of these patents for your information.

While Ricoh is currently enforcing these patents in a lawsuit it recently filed in the U.S. District Court for the District of Delaware, Ricoh remains willing to license the patents. In fact, Ricoh has already granted non-exclusive licenses under these patents. Ricoh also would be willing to provide your company with a non-exclusive license. For your information, there are counterpart patents and applications in a number of countries outside the United States.

Because Ricoh is at an early stage in its licensing activities, at the current time, Ricoh is prepared to grant a non-exclusive license on favorable terms. However, we trust you will recognize that such favorable terms will cease to exist as time progresses.

If you are of the opinion that you do not need or want a license from Ricoh, it would be helpful if you would give us some insight into your reasons. We request your response within 60 days from the date of this letter.

Very truly yours,



Gary M. Hoffman

1177 Avenue of the Americas • New York, New York 10036-2714
Tel (212) 835-1400 • Fax (212) 997-9880

www.legalinnovators.com

EXHIBIT B

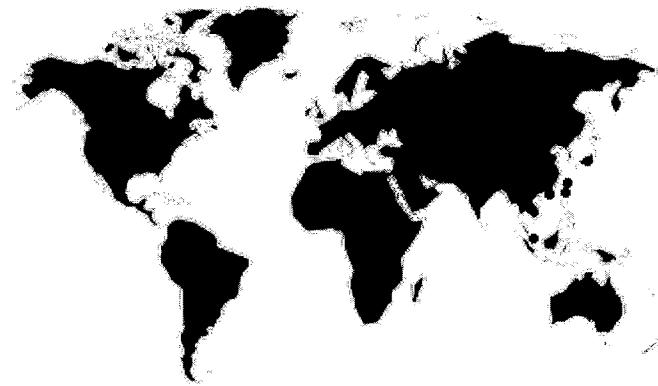


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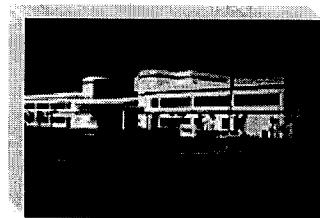
Worldwide Sales Offices

Winbond is dedicated to helping customers increase their competitive edge by creating IC solutions that meet today's rapidly changing product requirements. To meet the constantly expanding need for regional customer support and services, Winbond has established sales and marketing subsidiaries in the US, Europe, China, Hong Kong, Japan and Singapore. In addition, to address global customer needs more efficiently, the Company has established more than 60 sales distributorships and technical support centers throughout Asia, Europe and the Americas.

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Taiwan

Headquarters



[Creation Rd. Site](#) [MAP](#)

Add: No. 4 , Creation Rd. 3
Science-Based Industrial Park
Hsinchu, 300, Taiwan, R.O.C.
Tel: 886-3-5770066

Li-Shin Rd. Site  [MAP](#)

Add: No. 9, Li-Shin Rd.,
Science-Based Industrial Park
Hsinchu, 300, Taiwan, R.O.C.
Tel: 886-3-5678168

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Taipei Sales Office



Taipei Sales Office  [MAP](#)

Add: 9F, No. 480, Rueiguang Road,
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Taiwan, R.O.C.
Tel: 886-2-81777168
Fax: 886-2-87513579

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China

Shanghai

Winbond Electronics (Shanghai) Ltd.

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Fax: 86-21-62365998

Shenzhen

Winbond Shenzhen Representative Office

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Zip: 518001
Tel: 86-755-83515350
Fax: 86-755-83515348

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Hong Kong

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Hong Kong
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Fax: 852-27552064

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Other Asia

Japan

Winbond Electronics Corporation Japan

Add: NO.2 Ueno-Bldg., 7-18, 3-chome,
Shinyokohama Kohoku-ku
Yokohama, 222-0033, Japan
Tel: 81-45-478-1881
Fax: 81-45-478-1800

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Singapore

Winbond Singapore Representative Office

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Singapore 408936
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Europe

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Winbond European Sales Office

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Hamburger Strasse 11,
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Fax: +49 40 300367-10
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<http://www.winbond-usa.com/purchase>

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USA



Winbond Electronics Corporation America  [MAP](#)
Western Area Sales Office

Add: 2727 N. First Street, San Jose, CA 95134

Tel: 1-408-943-6666

Fax: 1-408-544-1786

E-Mail: maparic@winbond.com

<http://www.winbond-usa.com/purchase>

Eastern Area Sales Office

Add: 800 Turnpike Street, Suite 300, North Andover, MA 01845

Tel: 1-978-794-5551

Fax: 1-978-794-5552

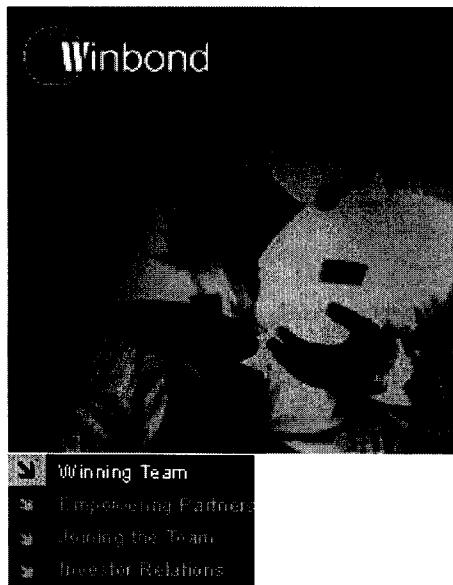
E-Mail: maparic@winbond.com

<http://www.winbond-usa.com/purchase>

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ndTemplate -->



Fabrication Information

CREATION RD.SITE (Fab II)

- Clean Room: Class 1
- Wafer Size: 6"
- Process Technology: 0.6μm ~ 0.35μm
- Capacity: 47,000 Wafers/Month
- Add: No. 4, Creation Rd. 3, Science-Based Industrial Park, Hsinchu, Taiwan

Username:

Password:

Language:

LI- SHIN RD. SITE (Fab IV, Fab V)

- Clean Room: Class 1
- Wafer Size: 8"
- Process Technology: 0.175μm ~ 0.11μm
- Designed Capacity: 40,000 Wafers/Month
- Add: No. 9, Li-Shin Rd., Science-Based Industrial Park, Hsinchu, Taiwan

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GIGA GIGA2

H2V H2V2

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EXHIBIT C

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

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E-Mail Address: MeilmanE@dsmo.com

February 12, 2004

BY FACSIMILE AND U.S. MAIL
(650) 463-8400

Christopher L. Kelley, Esq.
Howrey Simon Arnold & White, LLP
301 Ravenswood Avenue
Menlo Park, CA 94025

Re: *Ricoh v. Aeroflex*
Your Ref.: 06816.0060.000000
Our Ref.: R2180.0171

Dear Mr. Kelley:

Ricoh intends to amend its Complaint to add Aeroflex UTMC as a defendant. The purpose of this letter is to seek your consent to the filing of the Amended Complaint, essentially using the same stipulation that you used to amend the answers. We also want to know whether you will accept service on behalf of Aeroflex UTMC and stipulate that that Aeroflex answer is also the answer of Aeroflex UTMC.

I enclose a draft amended complaint in redline form to show you the changes we have made. The essential differences between the enclosure and the original complaint are that Aeroflex UTMC has been added, the references to Delaware have been removed and replaced with generic jurisdictional allegations, together with the fact that the defendants have consented to the jurisdiction of the California Court, and the claims alleged to be infringed have been identified as numbers 13-17.

In addition, we have taken the occasion to modify the infringement paragraph with respect to each defendant.. While we firmly believe that the original allegation was more than sufficient but even under your view of the allegation, this change eliminates the basis for your Rule 12(c) motion. We therefore ask you to withdraw that motion.

Please let me know by noon (EST) on Monday, February 16, 2004 whether you will consent to the amended complaint, and separately, to withdraw your Rule 12(c) motion.

In the event that you decide not to withdraw your Rule 12(c) motion, we want to put you on notice that we presently intend to advise the Court that we consider your motion to be frivolous in that it deliberately misinterprets the infringement

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Christopher L. Kelley, Esq.
February 12, 2004
Page 2

allegation in the original complaint and, in addition, necessarily will include a Rule 56(f) response despite Judge Jenkins direction not to cause such a response.

Very truly yours,



Edward A. Meilman

EAM/hc

cc: Gary Hoffman, Esq.
Kenneth Brothers, Esq. ✓
Jeffrey Demain, Esq.

2 Gary M. Hoffman, *admitted pro hac vice*
3 Kenneth W. Brothers, *admitted pro hac vice*
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Fax: (212) 992-9880

10 Jeffrey B. Demain (SBN 126715)
11 Jonathan Weissglass (SBN 185008)
12 ALTSHULER, BERZON, NUSSBAUM,
13 RUBIN & DEMAIN
14 177 Post Street, Suite 300
15 San Francisco, California 94108
16 Phone: (415) 421-7151
17 Fax: (415) 362-8064

15 Attorneys for Plaintiff Ricoh Company, Ltd.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

AMENDED COMPLAINT

Plaintiff Ricoh Company, Ltd. ("Ricoh") for its Complaint against Defendants Aeroflex Incorporated ("Aeroflex"), AMI Semiconductor, Inc. ("AMI"), Matrox Electronic Systems Ltd. ("Matrox"), Matrox Graphics Inc. ("Matrox Graphics"), Matrox International Corp. ("Matrox Int'l"), and Matrox Tech, Inc. ("Matrox Tech"), and Aeroflex UTMC ("UTMC"), alleges as follows:

PARTIES

1. Plaintiff Ricoh is a corporation organized under the laws of Japan and maintains its principal place of business at 3-6 1-chome, Nakamagome, Tokyo, Japan.

2. Upon information and belief, Defendant Aeroflex is a corporation organized under the laws of the State of Delaware, and maintains its principal place of business at 35 S. Service Road, Plainview, NY, 11803, ~~and has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 as its registered agent in Delaware.~~ Aeroflex is doing business in this jurisdiction and/or has committed the acts complained of in this jurisdiction, and has consented to the jurisdiction of this Court for this action.

3. Upon information and belief, Defendant AMI is a corporation organized under the laws of the State of Delaware, and maintains its principal place of business at 2300 Buckskin Road, Pocatello, ID 83201, ~~and has appointed The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 as its registered agent in Delaware.~~ AMI is doing business in this jurisdiction and/or has committed the acts complained of in this jurisdiction, and has consented to the jurisdiction of this Court for this action.

4. Upon information and belief, Defendant Matrox is a corporation organized under the laws of Quebec, Canada, maintains its principal place of business at 1055 Boul St-Regis, Dorval, Quebec H9P 2T4 Canada and, Matrox is doing business in Delawarethis jurisdiction and/or has committed the acts complained of in Delawarethis jurisdiction, and has consented to the jurisdiction of this Court for this action.

1 5. Upon information and belief, Defendant Matrox Graphics is a corporation organized
 2 under the laws of Quebec, Canada, maintains its principal place of business at 1055 Boul St-
 3 Regis, Dorval, Quebec H9P 2T4 Canada and. Matrox Graphics is doing business in
 4 ~~Delaware~~this jurisdiction and/or has committed the acts complained of in ~~Delaware~~this
 5 jurisdiction, and has consented to the jurisdiction of this Court for this action.

6 6. Upon information and belief, Defendant Matrox Int'l is a corporation organized under
 7 the laws of New York, maintains its principal place of business at 625 State Rt 3, Unit B,
 8 Plattsburgh, NY 12901, and. Matrox Int'l is doing business in ~~Delaware~~this jurisdiction and/or
 9 has committed the acts complained of in ~~Delaware~~this jurisdiction, and has consented to the
 10 jurisdiction of this Court for this action.

11 7. Upon information and belief, Defendant Matrox Tech is a corporation organized
 12 under the laws of the State of Delaware, maintains its principal place of business at 1075
 13 Broken Sound Parkway, NW, Boca Raton, FL 33487-3524 and has appointed ~~The Corporation~~
 14 ~~Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801~~ as its
 15 registered agent in ~~Delaware~~. Matrox Tech is doing business in this jurisdiction and/or has
 16 committed the acts complained of in this jurisdiction, and has consented to the jurisdiction of
 17 this Court for this action.

18 7.8. Upon information and belief, Defendant UTMIC is a wholly-owned subsidiary of
 19 Defendant Aeroflex, is also known as Aeroflex Microelectronic Solutions, Aeroflex UTMIC
 20 Microelectronic Solutions and Aeroflex Colorado Springs, formerly known as United
 21 Technologies Microelectronics Center ("UTMC"), is a corporation organized under the laws
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 23
 24
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 28

1 of the State of Delaware and maintains a place of business at 1575 Garden of the Gods Road,
 2 Colorado Springs, CO, 80907. UTMC is doing business in this jurisdiction and/or has
 3 committed the acts complained of in this jurisdiction, and has consented to the jurisdiction of
 4 this Court for this action.

6 **JURISDICTION**

7 8.9. This action arises under the patent laws of the United States, Title 35, United States
 8 Code, and more particularly under 35 U.S.C. §§ 271 et. seq.

9 9.10. This Court has subject matter jurisdiction over this patent infringement action under
 10 the Judicial Code of the United States, 28 U.S.C. §§ 1338(a) and 1331.

11 10.11. This Court has personal jurisdiction over the Defendants because Defendants are
 12 present and/or doing business in ~~Delaware~~this jurisdiction either directly or through their
 13 agents, or alternatively, are incorporated in ~~Delaware~~have consented to the jurisdiction of this
 14 Court.

15 **VENUE**

16 11.12. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that Defendants
 17 ~~reside~~regularly transact business in this judicial district and/or a substantial part of the
 18 events or omissions giving rise to the claim occurred in this judicial district and/or are found
 19 in this judicial district and/or are aliens.

20 **FACTUAL BACKGROUND**

1 12.13. On May 1, 1990, the U.S. Patent and Trademark Office ("USPTO") duly and legally
 2 issued United States Letters Patent No. 4,922,432 (the " '432 Patent") in the names of Hideaki
 3 Kobayashi and Masahiro Shindo for their invention titled "Knowledge Based Method and
 4 Apparatus for Designing Integrated Circuits using Functional Specifications." A copy of the
 5 '432 Patent is attached hereto as Exhibit 1.

7 13.14. By assignment, Ricoh is the owner of the entire right, title, and interest in the '432
 8 Patent and has the sole right to sue and recover for infringement thereof.

10 14.15. The '432 Patent describes, *inter alia*, a method for designing an application specific
 11 integrated circuit. By using the invention of the '432 Patent, one can define functional
 12 architecture independent specifications for an integrated circuit and translate functional
 13 architecture independent specifications into the detailed information needed for directly
 14 producing the integrated circuit.

17 **PATENT INFRINGEMENT**

18 **COUNT 1**

19 15.16. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 14.15
 20 hereof.

22 16.17. Upon information and belief, Aeroflex has been and is now infringing the '432 Patent
 23 by ~~using, offering to sell, utilizing in the United States the process of one or more of claims 13-~~
 24 ~~17 of the '432 Patent as part of the process of manufacturing application specific integrated~~
 25 ~~circuits, and/or by selling, offering to sell and/or importing into the United States, application~~
 26 ~~specific integrated circuits designed made with the use and/or by or using information~~

1 generated by, the process of -one or more of claims 13-2017 of the '432 Patent, either literally
2 or under the doctrine of equivalents.

3 17.18. Upon information and belief, Aeroflex will continue to infringe the '432 Patent unless
4 enjoined by this Court.

5 18.19. As a consequence of Aeroflex's infringement, Ricoh has been irreparably damaged to
6 an extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts
7 in the future unless Aeroflex is enjoined by this Court from committing further acts of
8 infringement.

9 19.20. Upon information and belief, Aeroflex's infringement of the '432 Patent is willful.

10 20.21. Ricoh is entitled to recover damages adequate to compensate for Aeroflex's
11 infringement.

12 **COUNT 2**

13 21.22. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 1415
14 hereof.

15 22.23. Upon information and belief, AMI has been and is now infringing the '432 Patent by
16 using, offering to sell, utilizing in the United States the process of one or more of claims 13-17
17 of the '432 Patent as part of the process of manufacturing application specific integrated
18 circuits, and/or by selling, offering to sell and/or importing into the United States, application
19 specific integrated circuits designed made with the use and/or by or using information
20 generated by, the process of one or more of claims 13-2017 of the '432 Patent, either literally
21 or under the doctrine of equivalents.

1 23.24. Upon information and belief, AMI will continue to infringe the '432 Patent unless
 2 enjoined by this Court. —

3 24.25. As a consequence of AMI's infringement, Ricoh has been irreparably damaged to an
 4 extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts in
 5 the future unless AMI is enjoined by this Court from committing further acts of infringement.

6 25.26. Upon information and belief, AMI's infringement of the '432 Patent is willful.

7 26.27. Ricoh is entitled to recover damages adequate to compensate for AMI's infringement.

10 **COUNT 3**

11 27.28. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 14₁₅
 12 hereof.

14 28.29. Upon information and belief, Matrox has been and is now infringing the '432 Patent by
 15 ~~using, offering to sell~~_{utilizing in the United States the process of one or more of claims 13-17}
 16 of the '432 Patent as part of the process of manufacturing application specific integrated
 17 circuits, and/or by selling, ~~offering to sell~~ and/or importing into the United States, application
 18 specific integrated circuits ~~designed~~_{made with the use and/or by} ~~or using information~~
 19 generated by, the process of one or more of claims 13-20₁₇ of the '432 Patent, either literally
 20 or under the doctrine of equivalents.

23 29.30. Upon information and belief, Matrox will continue to infringe the '432 Patent unless
 24 enjoined by this Court.

26 30.31. As a consequence of Matrox's infringement, Ricoh has been irreparably damaged to an
 27 extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts in

1 the future unless Matrox is enjoined by this Court from committing further acts of
2 infringement.

3 31.32. Upon information and belief, Matrox's infringement of the '432 Patent is willful.

4 32.33. Ricoh is entitled to recover damages adequate to compensate for Matrox's
5 infringement.

6
7 COUNT 4
8

9 33.34. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through ~~14~~15
10 hereof.

11 34.35. Upon information and belief, Matrox Graphics has been and is now infringing the '432
12 Patent by ~~using, offering to sell, utilizing in the United States the process of one or more of~~
13 ~~claims 13-17 of the '432 Patent as part of the process of manufacturing application specific~~
14 ~~integrated circuits, and/or by selling, offering to sell and/or importing into the United States,~~
15 ~~application specific integrated circuits designed made with the use and/or by or using~~
16 ~~information generated by, the process of one or more of claims 13-20~~17 of the '432 Patent,
17 either literally or under the doctrine of equivalents.

18 35.36. Upon information and belief, Matrox Graphics will continue to infringe the '432 Patent
19 unless enjoined by this Court.

20 36.37. As a consequence of Matrox Graphics' infringement, Ricoh has been irreparably
21 damaged to an extent not yet determined, and Ricoh will continue to be irreparably damaged
22 by such acts in the future unless Matrox Graphics is enjoined by this Court from committing
23 further acts of infringement.

1 37.38. Upon information and belief, Matrox Graphics' infringement of the '432 Patent is
 2 willful.

3 38.39. Ricoh is entitled to recover damages adequate to compensate for Matrox Graphics'
 4 infringement.

5 **COUNT 5**

6 39.40. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through ~~14~~15
 7 hereof.

8 40.41. Upon information and belief, Matrox Int'l has been and is now infringing the '432
 9 Patent by ~~using, offering to sell~~utilizing in the United States the process of one or more of
 10 ~~claims 13-17 of the '432 Patent as part of the process of manufacturing application specific~~
 11 ~~integrated circuits, and/or by selling, offering to sell and/or importing into the United States,~~
 12 application specific integrated circuits ~~designed~~made with the use and/or by or~~using~~
 13 information generated by, the process of one or more of claims 13-20~~17~~ of the '432 Patent,
 14 either literally or under the doctrine of equivalents.

15 41.42. Upon information and belief, Matrox Int'l will continue to infringe the '432 Patent
 16 unless enjoined by this Court.

17 42.43. As a consequence of Matrox Int'l's infringement, Ricoh has been irreparably damaged
 18 to an extent not yet determined, and Ricoh will continue to be irreparably damaged by such
 19 acts in the future unless Matrox Int'l is enjoined by this Court from committing further acts of
 20 infringement.

21 43.44. Upon information and belief, Matrox Int'l's infringement of the '432 Patent is willful.

1 44.45. Ricoh is entitled to recover damages adequate to compensate for Matrox Int'l's
2 infringement.

3 **COUNT 6**

4 45.46. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through ~~14~~15
5 hereof.

6 46.47. Upon information and belief, Matrox Tech has been and is now infringing the '432
7 Patent by ~~using, offering to sell~~utilizing in the United States the process of one or more of
8 ~~claims 13-17 of the '432 Patent as part of the process of manufacturing application specific~~
9 ~~integrated circuits, and/or by selling, offering to sell and/or importing into the United States,~~
10 ~~application specific integrated circuits designed~~made with the use and/or by or using
11 ~~information generated by~~, the process of one or more of claims ~~13-20~~17 of the '432 Patent,
12 either literally or under the doctrine of equivalents.

13 47.48. Upon information and belief, Matrox Tech will continue to infringe the '432 Patent
14 unless enjoined by this Court.

15 48.49. As a consequence of Matrox Tech's infringement, Ricoh has been irreparably damaged
16 to an extent not yet determined, and Ricoh will continue to be irreparably damaged by such
17 acts in the future unless Matrox Tech is enjoined by this Court from committing further acts
18 of infringement.

19 49.50. Upon information and belief, Matrox Tech's infringement of the '432 Patent is willful.

20 50.51. Ricoh is entitled to recover damages adequate to compensate for Matrox Tech's
21 infringement.

COUNT 7

3 52. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.

53. Upon information and belief, UTMC has been and is now infringing the '432 Patent by
5 utilizing in the United States the process of one or more of claims 13-17 of the '432 Patent as
6 part of the process of manufacturing application specific integrated circuits, and/or by selling,
7 offering to sell and/or importing into the United States, application specific integrated circuits
8 made with the use and/or by the process of one or more of claims 13-17 of the '432 Patent,
9 either literally or under the doctrine of equivalents.
10
11

13 54. Upon information and belief, UTMC will continue to infringe the '432 Patent unless
14 enjoined by this Court.

55. As a consequence of UTMC's infringement, Ricoh has been irreparably damaged to an
16 extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts in
17 the future unless UTMC is enjoined by this Court from committing further acts of
18 infringement.

56. Upon information and belief, UTMC's infringement of the '432 Patent is willful.

22 57. Ricoh is entitled to recover damages adequate to compensate for UTMC's
23 infringement.

PRAYER FOR RELIEF

WHEREFORE, Ricoh prays for entry of judgment:

A. that Aeroflex has infringed the '432 Patent;

1 B. that Aeroflex, its agents, employees, representatives, successors, and assigns and those
2 acting, or purporting to act, in privity or in concert with Aeroflex, be preliminarily and
3 permanently enjoined from further infringement of the '432 Patent;

4 C. that Aeroflex account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
5 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
6 pursuant to 35 U.S.C. § 285;

7 D. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
8 it by reason of Aeroflex's infringement of the '432 Patent;

9 E. that AMI has infringed the '432 Patent;

10 F. that AMI, its agents, employees, representatives, successors, and assigns and those acting,
11 or purporting to act, in privity or in concert with AMI, be preliminarily and permanently
12 enjoined from further infringement of the '432 Patent;

13 G. that AMI account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
14 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
15 pursuant to 35 U.S.C. § 285;

16 H. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
17 it by reason of AMI's infringement of the '432 Patent;

18 I. that Matrox has infringed the '432 Patent;

19 J. that Matrox, its agents, employees, representatives, successors, and assigns and those
20 acting, or purporting to act, in privity or in concert with Matrox, be preliminarily and
21 permanently enjoined from further infringement of the '432 Patent;

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1 K. that Matrox account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
2 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
3 pursuant to 35 U.S.C. § 285;

4 L. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
5 it by reason of Matrox's infringement of the '432 Patent;

6 M. that Matrox Graphics has infringed the '432 Patent;

7 N. that Matrox Graphics, its agents, employees, representatives, successors, and assigns and
8 those acting, or purporting to act, in privity or in concert with Matrox Graphics, be
9 preliminarily and permanently enjoined from further infringement of the '432 Patent;

10 O. that Matrox Graphics account for and pay to Ricoh all damages under 35 U.S.C. § 284,
11 including enhanced damages, caused by the infringement of the '432 Patent, and attorneys'
12 fees pursuant to 35 U.S.C. § 285;

13 P. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
14 it by reason of Matrox Graphics' infringement of the '432 Patent;

15 Q. that Matrox Int'l has infringed the '432 Patent;

16 R. that Matrox Int'l, its agents, employees, representatives, successors, and assigns and those
17 acting, or purporting to act, in privity or in concert with Matrox Int'l, be preliminarily and
18 permanently enjoined from further infringement of the '432 Patent;

19 S. that Matrox Int'l account for and pay to Ricoh all damages under 35 U.S.C. § 284,
20 including enhanced damages, caused by the infringement of the '432 Patent, and attorneys'
21 fees pursuant to 35 U.S.C. § 285;

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1 T. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
2 it by reason of Matrox Int'l's infringement of the '432 Patent;

3 U. that Matrox Tech has infringed the '432 Patent;

4 V. that Matrox Tech, its agents, employees, representatives, successors, and assigns and
5 those acting, or purporting to act, in privity or in concert with Matrox Tech, be preliminarily
6 and permanently enjoined from further infringement of the '432 Patent;

7 W. that Matrox Tech account for and pay to Ricoh all damages under 35 U.S.C. § 284,
8 including enhanced damages, caused by the infringement of the '432 Patent, and attorneys'
9 fees pursuant to 35 U.S.C. § 285;

10 X. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
11 it by reason of Matrox Tech's infringement of the '432 Patent;

12 Y. that costs be awarded to Ricoh; and

13 Z. that Ricoh be granted such other and further relief as the Court may deem just and proper
14 under the current circumstances.

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3 AA. that UTMC has infringed the '432 Patent;

4 BB. that UTMC, its agents, employees, representatives, successors, and assigns and those
5 acting, or purporting to act, in privity or in concert with UTMC, be preliminarily and
6 permanently enjoined from further infringement of the '432 Patent;

7 CC. that UTMC account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
8 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
9 pursuant to 35 U.S.C. § 285; and

10 DD. that Ricoh be granted pre-judgment and post-judgment interest on the damages
11 caused to it by reason of UTMC's infringement of the '432 Patent.

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15 Ricoh Company, Ltd.

16 By: _____

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